

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nik Software, Inc.		09/26/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Google Inc.		
Street Address:	1600 Amphitheatre Parkway		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85288610	SNAP IT. TWEAK IT. LOVE IT. SHARE IT.	
Serial Number:	85288225	SNAPSEED	
Registration Number:	4013687	SNAPSEED	
Serial Number:	78960177	TOUCH UP	
Registration Number:	3231141	U POINT	
Registration Number:	3175213	PHOTOGRAPHY FIRST	
Registration Number:	2861381	DFINE	
Registration Number:	2757736	PENPALETTE	
Serial Number:	77810614	KRONIKLE	
Serial Number:	77559458	MINUTE AFFAIR	
Registration Number:	3607188	VIVEZA	
Registration Number:	3466192	NIK	
CORRESPONDENCE DATA			

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: tmdocketing@google.com

Correspondent Name: Google Inc.

Address Line 1: 1600 Amphitheatre Parkway

Address Line 4: Mountain View, CALIFORNIA 94043

ATTORNEY DOCKET NUMBER:

NIK SOFTWARE, INC.

NAME OF SUBMITTER:

Minsi Su

Signature:

/Minsi Su/

Date:

10/05/2012

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 14th day of September, 2012 by and between Nik Software, Inc., a Nevada corporation (hereinafter "Assignor"), and Google Inc., a Delaware corporation ("Assignee"), having its place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 USA.

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof, including any intent-to-use applications (hereinafter collectively referred to as the "Trademarks");

WHEREAS, for the Trademarks in use, Assignor has adopted, used, is using and has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, for the Trademarks not in use, Assignor has intent to use the Trademarks in connection with Assignor's existing and ongoing business, or portion thereof to which the Trademarks pertain, and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide;

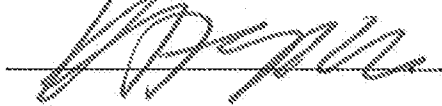
NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iv) all income, royalties, damages and payments in respect of the Trademarks, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks.

Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. Assignor hereby appoints Assignee's in-house trademark counsel as Assignor's attorney-in-fact to execute all documents on behalf of Assignor and its employees for this limited purpose.

Executed at Mountain View, California, USA this 26 day of September, 2012.

[ASSIGNOR - Milk Software, Inc.]

By:

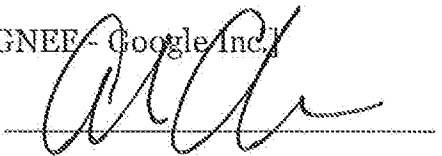


Katherine Stephens  
Printed Name

Secretary  
Title

[ASSIGNEE - Google Inc.]

By:



Andrew Abrams  
Printed Name

Trademark Counsel  
Title

## SCHEDULE A

### Registrations/Applications:

Trademark	Jurisdiction	Application No.	Registration No.	Status
DFINE	US	78160734	2861381	REGISTERED
KRONIKLE	US	77810614		ABANDONED Intent to Use
MINUTE AFFAIR	US	77559458		ABANDONED Intent to Use
NIK	US	77/267,654	3466192	REGISTERED
PENPALETTE	US	78101344	2757736	CANCELLED Supplemental Register
PHOTOGRAPHY FIRST	US	78/574,460	3175213	REGISTERED
SNAP IT. TWEAK IT. LOVE IT. SHARE IT.	US	85/288,610		PUBLISHED (PENDING) Intent to Use
SNAPSEED	US	85288225		PUBLISHED (PENDING) Intent to Use
SNAPSEED	US	85078450	4013687	REGISTERED
TOUCH UP	US	78960177		ABANDONED Intent to Use
U POINT	Canada	127924400	TMA697401	REGISTERED
U POINT	India	1400522	1400522	REGISTERED
U Point	International Register (designating protection in Australia, Switzerland, China, EU, Japan, South Korea, Norway, and Singapore)	871447	871447	REGISTERED
U POINT	Israel	185195	185195	REGISTERED
U POINT	Mexico	750955	933084	REGISTERED
U POINT	New Zealand	738620	738620	REGISTERED
U POINT	Saudi Arabia	101197	101197	PENDING
U POINT	South Africa	2005/24548	2005/24548	REGISTERED
U POINT	UAE	74836	74836	REGISTERED
U POINT	US	78634044	3231141	REGISTERED
VIVEZA	US	77391283	3607188	REGISTERED

Common Law:  
HDR EFEX PRO

SILVER EFEX PRO

SHARPENER PRO

NIK RADIO

REVOLUTIONIZING THE WAY YOU EDIT

